This paper is being filed in response to the final Office Action mailed on September 14, 2010 (the "Office Action"). Filed concurrently with this paper is a Request for Continued Examination and fee pursuant to 37 C.F.R. § 1.114.

STATUS OF THE CLAIMS

Claims 1-14, 17-40, and 43-53 are pending in the Application, of which claims 1 and 27 are in independent form. Claims 15-16 and 41-42 were previously canceled. Claims 1 and 27 are amended herein. Claims 54 and 55 are new. The Applicants do not believe that the claim amendments or claim additions represent new matter.

Claims 1-3, 5, 8-14, 17, 18, 20, 21, 27-29, 34-40, 43, 44, 46, and 47 stand rejected under 35 U.S.C. § 103 as purportedly being unpatentable over U.S. Patent No. 7,716,594 to Fujii et al. ("Fujii") in view of U.S. Patent No. 6,363,352 to Dailey et al. ("Dailey"). Claims 4-6, 19, 26, 30-32, 45, 52, and 53 stand rejected under 35 U.S.C. § 103 as purportedly being unpatentable over Fujii, Dailey, and U.S. Patent No. 6,560,637 to Dunlap ("Dunlap"). Claims 22 and 48 stand rejected as purportedly being unpatentable over Fujii, Dailey, and U.S. Patent No. 6,636,888 to Bookspan. Claims 7, 23-25, 33, and 49-51 stand rejected as purportedly being unpatentable over Fujii, Dailey, and U.S. Patent No. 6,457,045 to Hanson et al. ("Hanson").

The Applicants appreciate the Examiner's thorough examination of the Application and respectfully request reconsideration of the claims in view of these amendments and remarks. With this response, the Applicants have addressed all of the issues raised in the Office Action. Therefore, the Applicants submit that the Application is in condition for allowance and respectfully request the same.

EXAMINER INTERVIEW

The Applicants thank the Examiner for the telephone interview on January 25, 2011. In the interview, the Applicants discussed several important differences between the mechanisms for initiating a meeting as discussed in Fujii and Dailey, and the features recited in the claims. The Examiner indicated that a further review

of Dailey (and other related art) would be necessary to verify the distinctions presented by the Applicants. As requested by the Examiner, the Applicants have provided a more detailed discussion of both Fujii and Dailey in these remarks.

CLAIM OBJECTIONS

The Applicants' amendments to claims 1 and 27 address the typographical error noted in the Office Action.

NEW CLAIMS 54 AND 55

The Applicants have added new claims 54 and 55, which recite:

"54. The method of claim 1, wherein the program code transferred to the client device is configured to automatically activate an Internet connection for presentation of the media event."

"55. The method of claim 54, wherein the client device is one of a telephone and a personal digital assistant, and wherein the Internet connection is a wireless Internet connection."

The Applicants respectfully submit that the features recited in the new claims 54 and 55 are supported by the disclosure in at least paragraph [0040].

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

The Applicants respectfully traverse the rejection of claims 1-3, 8-14, 17, 18, 20, 21, 27-29, 34-40, 43, 44, 46, and 47 under 35 U.S.C. § 103 since, even in combination, Fujii and Dailey fail to teach or disclose all of the features recited in these claims. It is well-settled law that a *prima facie* case of obviousness requires that the combined references consider all the words in the claims. *See* In re Wilson, 424 F.2d 1382, 1385 (CCPA 1970); *also see* MPEP § 2143.03. Therefore, the cited prior art must teach or suggest all the claim limitations. *See* In Re Royka 490 F.2d 981 (CCPA 1974). Fujii and Dailey fail to teach or disclose "transferring...program code...configured to cause an Internet browser application at the client device to be automatically launched" as recited in claims 1 and 27. Therefore, the Applicants

respectfully traverse the rejection of claims 1-3, 8-14, 17, 18, 20, 21, 27-29, 34-40, 43, 44, 46, and 47.

EVEN IN COMBINATION, FUJII AND DAILEY FAIL TO TEACH OR DISCLOSE PROGRAM CODE AS RECITED IN THE CLAIMS

The application teaches transferring program code (*e.g.,* an application or "applet") to a meeting attendee's computer at the time the attendee registers for an event. Application [0037]. The program code that was transferred to the attendee's computer automatically launches a browsing program when the event is scheduled to start. Id. The Applicants have amended the claims to clarify these features; claim 1 recites:

> "transferring to the client device at a registration time, **program code** that includes information identifying a scheduled time of the media event, the program code configured to cause an Internet browser application at the client device to be **automatically launched for presentation** of the media event based on the media event scheduled time identified in the program code, wherein the program code transferred to the client device automatically launches the Internet browser application when the Internet browser application is not already running on the client device" Claim 1; emphasis added; *also see* claim 27.

By contrast, Fujii discusses an email message that includes scheduling information; Fujii reads:

> "The electronic mail includes information such as 'Live-distribution date and time, 'Title,' 'Outline,' 'Service-request-destination address' (having the same contents as the service-request destination address information shown in Fig. 17) 'Shared password,' and 'reservation ID.'" Fujii col. 14 ll 11-14.

Electronic mail comprising scheduling information is not what is claimed. By contrast, the claims recite "transferring… program code…[that] automatically launches the Internet browser application…" An email is not capable of automatically launching a browser application as recited in the claims.

The Office Action purports that in Fujii it "appears that the invitee's browser is automatically launched to display the log-in page." Office Action pg. 3. The Office Action states:

"Fujii discloses that the stream content is readily distributed to the invitees at the time of the scheduled event [Fujii col. 17 ll 60-67], in a log-in page is displayed to the user (fig. 21). This is appears that the invitee's browser is automatically launched to display the log-in page." Office Action pg. 3; emphasis added.

Fujii, however, states that the browser is not launched automatically, much less by "program code transferred to the client device" as recited in the claims. Fujii states that the log-in page of FIG. 21 is invoked in response to a user request, Fujii col. 14 reads:

"In step S61, the personal computer 4-1 requests browsing of a web page for displaying detailed information of the live distribution…More specifically, the user of the personal computer 4-1 manipulates the link of 'Service-request-destination address' indicated in the notice mail (Fig. 18) sent from the live casting server 7. According to this manipulation, the personal computer 4-1 requests browsing of the web page for displaying detailed information of the live distribution.
In step S62, the live casting service 7 sends the requested web page to the personal computer 4-1.
In step S63, the personal computer 4-1 displays the web page sent from the live casting server 7 on the display section.
FIG. 21 shows an example display….In step S64, the personal computer 4-1 sends the shared password and a request for a chat space…More specifically, the user of the personal computer 41 inputs the shared password…and manipulates the Chat button 262. According to this manipulation, the personal computer 4-1 sends the shared password and the request…to the communication server 6." Fujii col. 14 ll 65; emphasis added.

As illustrated above, Fujii states that the FIG. 21 interface is displayed in response to user manipulation of a link. Accordingly, Fujii does not teach or suggest automatically launching a browser, much less "transferring program code… [that] automatically launches the Internet browser" as recited in claims 1 and 27.

Dailey fails to teach or disclose "transferring program code" as recited in the claims. The Office Action purports that Dailey discloses "automatic launching of the conferee's meeting utilities" at col. 5 ll. 27-36, col. 12 ll. 28-56. See Office Action pg. 3. However, automatically launching a meeting utility is not what is claimed. Rather, the claims recite, "transferring program code to the client device

at registration time" that "automatically launches the Internet browser." Claim 1; *also see* claim 27. By contrast, Dailey states that the virtual meeting utility is launched by a <u>personal information manager</u> (email application) or a "timer utility," neither of which is <u>transferred</u> to the client device as recited in the claims. Dailey reads:

> "The virtual meeting is hosted on a meeting host's computer having a host virtual meeting utility and a host personal information manager application. A <u>scheduled meeting request that includes the date and time of the meeting</u> and the email address of the meeting host is sent over a communication network to at least one meeting participant's computer. Each meeting participant's computer <u>also has a meeting participant virtual meeting utility</u> and a <u>meeting participant personal information manager application</u>. The meeting participant's personal information manager application receives the scheduled meeting request, which the personal information manager stores until the date and time of the virtual meeting. At the time of the meeting on the scheduled date, <u>the host personal information manager program invokes the host virtual meeting utility</u>...The <u>meeting participant's personal information manager application</u> also invokes the meeting participant virtual meeting utility a predetermined time before the time and date of the virtual meeting that is specified in the scheduled meeting request." Dailey Col. 3 ll 13-32; emphasis added.

As illustrated above, Dailey states that at registration time a "scheduled meeting request" is transferred to the invitee. However, this scheduled meeting request is not program code, nor is it configured to "automatically launch[] the Internet browser" as recited in the claims. Rather, the meeting is started by a pre-existing "personal information manager application." <u>Id</u>.; *also see* col. 11 which reads:

> "Each meeting participant is provided with a meeting participant's computer <u>that has a virtual meeting utility and a personal information manager</u>." Emphasis added.

Dailey also discusses a "meeting reminder" that may be displayed before a meeting is to begin; Dailey reads:

> "A <u>meeting reminder</u> can also be <u>generated on each meeting participant's computer</u> near the time of the scheduled virtual meeting. When the meeting reminder is displayed, an instance of the virtual meeting utility is automatically activated on that meeting participant's computer. It is also possible to automatically activate the virtual meeting utility without

displaying a meeting reminder or by automatically instructing the reminder to start the virtual meeting utility and then to automatically close the reminder." Dailey col. 5 ll. 27-36.

As illustrated above, Dailey states that the "virtual meeting reminder" is generated on the participant's computer. Moreover, Dailey states that the reminder is generated by the personal information manager application that is already installed on the invitee's computer:

> "The personal information manager is started on the meeting host's computer where it waits until a meeting reminder time that is computed from a reminder time…a virtual meeting reminder is displayed with an option to start the virtual meeting utility." Dailey col. 14 ll 52-64.

> "…the meeting participant process mirrors the meeting host process to the point of starting the virtual meeting utility. The personal information manager is started on the meeting participant's computer where it waits until a meeting reminder time…a virtual reminder is displayed with an option to join the virtual meeting being hosted on the meeting host's computer." Dailey col. 15 ll. 33-47; emphasis added.

In another instance, Dailey states that a "timer utility" of the personal information manager may be used to start the virtual meeting utility rather than a "meeting reminder." *See* Dailey col. 12 ll. 44-57. However, like the meeting reminder, the timer utility is not transferred to the invitee's computer and appears to be another component of the preinstalled personal information manager application already on the attendee's computer ("a timer utility may automatically start the virtual meeting utility…the timer utility may automatically instruct a [meeting reminder – of the personal information manager] to start the virtual meeting utility and then…remove itself from the display.") Id.

Dailey states that the utilities tasked with starting the "virtual meeting utility" or displaying a "meeting reminder" are already on the invitee's computer, and are not "transfer[ed]…at a registration time" as recited in the claims. Id. Moreover, Dailey states that the "virtual meeting request" that is transferred to the invitee's computer includes, "time, date, and the email address of the meeting host," not program code. *See* Dailey Fig. 3 (step 1204); *also see* Dailey col. 3 lines 12-18.

Not only does Dailey fail to teach or disclose "transferring program code" as recited in the claims, Dailey leads away from these features. It is well-settled law that a reference must be considered in its entirety, including portions that would lead away from the claims. *See* W.L.Gore & Associates, Inc. v. Garlock, Inc., 721 F.2d 1540 at 1550 (Fed. Cir. 1983); emphasis added; *also see* MPEP § 2141.02(VI). Furthermore, a proposed combination cannot render the prior art being modified unsatisfactory for its intended purpose. In re Gordon, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984); *also see* MPEP § 2143. Dailey states that a "personal information manager application" (or timer utility thereof) is used to start the "virtual meeting utility." Id. Modifying Dailey to transfer a personal information manager application (*e.g.,* Office suite or Email client) each time an invitee registers for a virtual meeting would render the system impractical and unsuitable for its intended purpose (the transfers would become so unwieldy as to preclude use). In re Gordon, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984); *also see* MPEP § 2143. Therefore, not only does Dailey fail to disclose "transferring program code," it cannot be reasonably modified to do so, since the modification would render the combination unsuitable.

Since neither Fujii nor Dailey teach or disclose "transferring to the client device at registration time, program code…[that] automatically launches the Internet browser application," and, in fact, lead away from these features, the Applicants respectfully traverse the rejection of claims 1-3, 8-14, 17, 18, 20, 21, 27-29, 34-40, 43, 44, 46, and 47 under 35 U.S.C. § 103.

REJECTION OF CLAIMS 4-7, 19, 22-26, 30-33, 45, 48-52, AND 53 UNDER 35 U.S.C. § 103

Claims 4-7, 19, 22-26, 30-33, 45, 48-52, and 53 stand rejected under 35 U.S.C. § 103 as purportedly being unpatentable over Fujii, Dailey, in combination with Dunlap, Bookspan, and/or Hanson. The Applicants do not believe, nor does the Office Action purport, that either Dunlap, Bookspan, or Hanson cure the defects of Fujii and Dailey with respect to claims 1 and/or 27. Therefore, and since if an independent claim is nonobvious, any claim depending therefrom is nonobvious, the

Applicants respectfully traverse the rejection of claims 4-7, 19, 22-26, 30-33, 45, 48-52, and 53. *See* <u>In re Fine</u>, 837 F.2d 1071 (Fed. Cir. 1988)*; also see* MPEP § 2143.03.

GENERAL CONSIDERATIONS

By the remarks provided herein, the Applicants have addressed all outstanding issues presented in the Office Action. Applicants note that the remarks presented herein have been made merely to clarify the claimed invention from elements purported by the Office Action to be taught by the cited references. Such remarks should not be construed as acquiescence, on the Applicants' part, as to the purported teachings or prior art status of the cited references, nor as to the characterization of the cited references advanced in the Office Action. Accordingly, Applicants reserve the right to challenge the purported teachings and prior art status of the cited references at an appropriate time.

CONCLUSION

For the reasons discussed above, Applicants submit that the claims are in proper condition for allowance, and a Notice of Allowance is respectfully requested. If the Examiner notes any further matters that may be resolved by a telephone interview, the Examiner is encouraged to contact Kory Christensen by telephone at (801) 578-6993.

Respectfully submitted,

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